

**The State of Texas** §

§

**County of Galveston** §

**Interlocal Agreement to Partially Fund Improvements to City Streets  
within the City Limits of Dickinson, Texas**

This Agreement is entered into pursuant to Chapter 791, Texas Government Code, and Transportation Code §251.012. It is by and between the **County of Galveston**, hereinafter referred to as the “County” and the **City of Dickinson**, a home-rule municipality, hereinafter referred to as the “City” both of which are political subdivisions of the State of Texas.

**A. Preamble**

The County has allocated \$702,820.00 in road funds to be used for the City’s share of the Dickinson Safe Routes to School project.

The City has been awarded a grant with the State of Texas, acting through the Texas Department of Transportation (TxDOT), for the project. The grant requires the City to enter into an Advanced Funding Agreement with TxDOT.

**B. Project**

The scope of work for Project consists of the design and construction of sidewalks along Baker Drive adjacent to Dickinson High School from E 34th Street to the existing sidewalk just south of E 39th Street. The Project also consists of the installation of new stop signs at the intersection of Baker Drive and E 34th Street, installation of a new traffic signal at the intersection of FM 517 and Baker Drive, and upgrade of the traffic signal at the intersection of FM 517 and Owens Drive. The project includes streetlights, ADA curb ramps, crosswalks, and signage. The purpose of this TASA project is to construct a pedestrian infrastructure to provide a safer bicycle and pedestrian network apart from vehicular traffic around Dickinson High School.

**C. City Approval**

As required by the **Texas Transportation Code §251.012** the City gives its approval to the County to finance the Project up to the limits established herein.

**D. Payment**

The County will pay the City up to \$702,820.00 for the local share of the project. The County will pay invoices according to Government Code Chapter 2251, commonly referred to as the Texas Prompt Pay Act.

**E. Duties**

1. The County will pay the City up to \$702,820.00 for the local share of the project.
2. The City will:
  - a. Enter into an Advanced Funding Agreement with TxDOT and comply with the terms of the Agreement.
  - b. Upon a request from TxDOT for funding, the City will invoice the County.

**F. Completion of Project**

Upon payment of the local share of the project, the County's responsibility under this Agreement ends.


**G. General Provisions:**

1. Anything in this Agreement to the contrary notwithstanding, in no event shall any provision of this Agreement be construed to impose, create or increase any liability to any third party whatsoever; and in no manner shall this Agreement be construed to operate for the benefit of any third party.
2. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties representing the within subject matter.
3. Each party represents that it has full authorization to enter into this Agreement as required by law.
4. The parties agree to pay any payments made pursuant to this Agreement from current revenues.
5. This Agreement may be executed in multiple originals.
6. In case any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such fact shall not affect any other provision thereof and this Agreement shall be construed as if the stricken provision had never been contained herein.
7. Each party to this Agreement agrees that in any legal action brought hereunder, venue shall lie in Galveston County, Texas. The validity of this Agreement and of its terms and provision, as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas.
8. It is expressly understood and agreed that under this Agreement neither party waives, not shall be deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

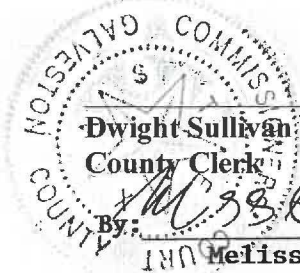
*Signature Page Follows*

Executed this 9th day of June, 2025.


County of Galveston

By:   
Mark Henry  
County Judge

Attest:



Dwight Sullivan  
County Clerk

By: , Deputy  
Melissa A. Childs

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

City of Dickinson

By: \_\_\_\_\_  
Chaise Cary  
Interim City Manager

Attest:

\_\_\_\_\_  
Claude "Allen" Oliver  
City Secretary